Bruhat Bengaluru
Mahanagara Palike

BANGALORE SOLID WASTE MANAGEMENT LIMITED (BSWML)

SHORT TERM TENDER NOTIFICATION

Providing Services of Marshals & Marshal Supervisors to monitor SWM activities and enforcement of SWM in BBMP limits for a period of 36 months Call-2

Through Kpp portal

December- 2024

O/o Deputy General Manager-1
BSWML, Reg. Office: 30/1, 1st and 2nd Floor,
UNI Building, Thimmaiah Road,
Millers Tank Bund Area,
Vasanth Nagar, Bengaluru-560051

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SECTION-1
ABREVIATION USED

SECTION 1:
ABBREVIATIONS USED

SL.NO	ABBREVIATION	FULL FORM
1	A/C	Account
2	BG	Bank Guarantee
3	BSWML	Bangalore Solid Waste Management Limited
4	MD	Managing Director
5	CEO	Chief Executive Officer
6	CGM	Chief General Manager
7	CA	Chartered Accountant
8	DP	Development Plan
9	ECS	Electronic Clearance System
10	EMD	Earnest Money Deposit
11	EPF	Employees' Provident Fund
12	Kpp	Electronic Procurement
13	ESI	Employees' State Insurance
14	Govt.	Government
15	GST	Goods and Services Tax
16	Hrs	Hours
17	IFT	Invitation for Tenders
18	ISO	International Organization for Standardization
19	IST	Indian Standard Time
20	ITR	Income Tax Return
21	KPPP	Karnataka Public Procurement Portal
22	KTPP	Karnataka Transparency in Public Procurement
23	LOA	Letter of Acceptance
24	NCC	National Cadet Corps
25	NEFT	National Electronic Funds Transfer
26	O/o	Office of
27	PAN	Permanent Account Number
28	PSU	Public Sector Undertaking
29	PT	Professional Tax
30	Reg.	Registered
31	RTGS	Real-Time Gross Settlement
32	RTI	Right to Information
33	S/O	Son Of
34	SWM	Solid Waste Management
35	TDS	Tax Deducted at Source
36	ULBs	Urban Local Bodies
37	VDA	Variable Dearness Allowance
38	ITT	Instructions To Tenderers
39	HR	Human Resource
40	SS Team Marshal	Swacch Survekshan Team
41	DGM	Deputy General Manager

SECTION 2:
INVITATION FOR TENDERS (IFT)

BENGALURU SOLID WASTE MANAGEMENT LIMITED

Reg. Office: 30/1, 1st and 2nd Floor, UNI Building, Thimmaiah Road, Millers Tank Bund Area, Vasanth Nagar, Bengaluru-560052 CIN: U37100KA2021SGC147734
TAN: BLRB21071B PAN: AAJCB8656M Email-Id:

INVITATION FOR TENDERS (IFT)

No: BSWML/DGM-01/TEND/10 /2024-25/Call-2
Date:30.01.2025

Short Term – Two Cover Tender

(Through GOK Karnataka Public Procurement Portal Only)

The Deputy General Manager-01, BSWML invites tender on behalf of the Managing Director, Bengaluru Solid Waste Management Limited (BSWML), for the work of Providing Services of marshals & Marshal supervisors to monitor SWM activities and enforcement of SWM in BBMP limits for a period of 36 months From any reputed Ex-Servicemen run Association/Society in Karnataka are eligible to apply.

Sl No	Name of work	Amount Put to Tender per annum Rs in Lakhs	EMD In Lakhs	Cost of tender form in Rs.
1	Providing Services of marshals & Marshal supervisors to monitor SWM activities and enforcement of SWM in BBMP limits for a period of 36 months	3062.00	Rs.1,00,000/- through e-payment under one of the following i.e., Online / RTGS / NEFT / OTC and the balance Rs.29,70,000/- by Bank Guarantee/FDR issued by Nationalized/ Scheduled Bank	As per KPPP

Calendar of Events

1. Pre bid meeting will be held on 03.02.2025 at 15:00 hours in office of the Chief Engineer & Chief General Manager (Tech), BSWML, UNI Building, Thimmaiah Road,Vasanth Nagar, Bengaluru - 560052.

2. Technical Documents along with necessary information/documents must be uploaded to the KPP portal https://KPPP.karnataka.gov.in as per tender document on or before 16:00 hours of 12.02.2025. The Technical bid will be opened through Kpp-portal only on 13.02.2025 after 16:30 hours at the stipulated venue. Through Kpp-portal in the presence of the bidders or their authorized representatives who wish to attend the opening process. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

3. The Employer shall not be liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any tender updates, the Employer shall not be liable for any information not received by the bidders. It is the bidders responsibility to verify the KPP portal for the latest information related to the bids, E-mail address of the Helpdesk is hphelpdesk.blr@intarvo.com. KPP portal help desk telephone numbers are: 080-22371090/22373788. The bidders is required to ensure browser capability of the computer well in advance to the last date and time for receipt of the bids. The employer shall not be responsible for non-accessibility of KPP portal due to internet connectivity issues and technical glitches.

4. Any corrigendum/addendum will be published in the KPP portal only.

5. Any reputed Ex-Servicemen run Association/Society in Karnataka is eligible to apply. Such Association which have sponsorship of any District Saini Board /State Saini Board of Karnataka State or have given intimation to any Saini Board of Karnataka State will be given preference.

6. The BSWML reserves the right to accept / reject any or all the Tender without assigning any reasons.

7. The intending Association/ Society are requested to note that they should abide by the detailed instructions and conditions contained in the Standard Tender documents.

8. Each of Marshal Supervisor, Marshal will be finally selected by committee of BSWML, any changes/deficiency to be made up by the Association/Society. The presently deployed Marshal force will be given preference during selection.

Sd/-
Deputy General Manager -1
Bengaluru Solid Waste Management Limited
BSWML.

Copy Submitted for kind information to the:

1. Copy Submitted to Personnel section of Hon'ble Chairman, BSWML to bring into the notice of the Hon'ble Chairman.
2. Hon'ble Managing Director for kind information.
3. Chief Executive Officer, BSWML for kind information.
4. Chief Engineer& Chief General Manger (TECH) BSWML for kind information.
5. All Deputy General Manager, BSWML zones for kind information.
6. The CAO / Chief Auditor for kind information.
7. Accounts Superintendent / Cashier for information and necessary action.
8. Public Relation Officer, BSWML to publish in two leading Newspapers in Kannada and English and also to publish the same at National Level.
9. Office Copy.

SECTION 3:
SCOPE OF WORK

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SCOPE OF WORK

The Association/Society is required to supply 744 Marshals which include on monthly remuneration as per BBMP Counsel Order No: 02 (337) / 2016-17. Dated: 26-04-2017, passed in years 2016 (prior to formation of BSWML).

The Marshals will be on the rolls of the Association/ Society and shall not have any claim for continuation in Bengaluru Solid Waste Management Limited (BSWML) herein after referred to as “BSWML”,

and Association/ Society shall be liable to comply with all the requirements of laws of the land and rules/regulations of BSWML and government of Karnataka and India.

The additional requirement of a short period to meet the Peak Operational Requirement if any, on day to day basis is also to be met with at the same rate quoted for regular work. The Marshals will also be additionally utilized as per requirements of BBMP/BSWML as well on tasks like Disaster Management, Traffic duties, Flooding, Plastic Seizing, Littering Control, Night Patrolling, and escorts of BSWML/BBMP Officers in addition to their routine duties.

SECTION 4:

INSTRUCTIONS TO TENDERERS (ITT)

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INSTRUCTIONS TO TENDERERS (ITT)

Clause.1: BSWML invites tenders from eligible reputed Ex-Servicemen run Association/Society in Karnataka for outsourcing Marshals services for Solid Waste Management and other emergency duties.

Clause.2: The Association/ Society should not have been blacklisted by any Government organization/Semi Government/ULBs in Karnataka for any reason whatsoever.

Clause.3: Each Association/ Society shall submit only one bid for all services and will be awarded to one Association/Society only.

Clause.4: The Association/ Society shall be responsible for all the costs associated with the preparation and submission of Bids.

Clause.5: The Bids shall remain valid for a period not less than 180 days after the date of opening of Bids. A Bid with a validity of less than 180 days shall be treated as non-responsive. If a Association/Society withdraws his Bid during the validity of the Bid, his Bid Security shall be forfeited.

Clause.6: At any time prior to the date and time of submission of the Bids, the Employer may issue any amendments to this Bid document.

Clause.7: Earnest Money Deposit (EMD)

7.1. The EMD is required to protect the Purchaser against the risk of Association/Society conduct which would warrant the security's forfeiture,

7.2. The Bid Security (Rs. 1.00 Lakh through KPP portal & remaining shall be denominated in Indian Rupees and shall be paid in the KPP portal using the following payment modes:

- Credit Card.
- Direct Debit.
- National Electronic Funds Transfer (NEFT)

7.3. Confirmation of receipt of EMD in BSWML pool will be verified. If found that an acceptable EMD is not received as indicated above the Bid shall be rejected as Non - responsive.

7.4. Unsuccessful Association/Society EMD will be refunded as promptly as possible as but not later than 30 days after the expiration of the period of Bid validity prescribed by the Purchaser, pursuant to ITT Clause No 4.

7.5. The successful Association/Society EMD will be refunded upon the Association/Society signing the Contract, pursuant to Section 12 and furnishing the performance security, pursuant to Section 12.

7.6. The Bid may be forfeited:

(a) If a Association/Society withdraws its Bid during the period of Bid validity specified by the Association/Society on the Bid Form; or

(b) in case of a successful Association/Society, if the Association/Society fails:

(i) To sign the Contract in accordance with Section 12.

(ii) To furnish performance security in accordance with Section 12.

Clause.8: Qualification Information:

8.1. The Association/ Society shall provide qualification information which shall include:

(a) Association/Society is a registered agency under "Registrar of Society" Govt of Karnataka and acts as per Bye laws which have been enacted and duly approved by Register of Society. (Attach Registration Copy & Copy of Bye laws).

(b) Association/Society should be preferably located in State of Karnataka.

(c) Registered/ Sponsorship or given intimation to Karnataka State Sainik Board/ Karnataka District Sainik board is must to qualify in the tender. Sponsored one will be given priority.

(d) Financial Standing.

(i) Annual Turnover of last three years per annum shall be 25 crore.

(ii) Net worth be in Positive (Attach proof by CA).

(e) **<u>Legal Standing/ Licensing/ Certification.</u>**

(i) ISO.9001.2008 Quality certificate for manpower services.

(ii) License from Labour department for manpower services.

(iii) Registration for ESI, EPF.

(iv) Insurance coverage of Man Power services.

(v) Social Schemes for workers (Attach proof of a minimum of 10 cases).

(vi) Satisfactory Service Certificate from Govt/PSU.

(vii) GST Registration (Certificate) Attach Proof.

(viii) PAN Number and ITR of Last 3 years.

(ix) Micro, Small and Medium Enterprisers (MSME) Certificate. Holders will be given preferences

(f) <u>Experience Record</u>

(a) Have experience of successfully providing manpower of more than 200 or more to Government organization.

(b) Appreciation if any by Principal Employer.

(g) Details of past performance (minimum two years of continuous experience in last five years) on services of similar nature executed by the Association/ Society in any of the Government organization/ULBs. The certificate must be obtained from the officer not below the rank of Executive Engineer in the format hereunder (provide documents in support of the claim) or general managers (HR) in case of PSU.

Sl. No	**Name of the Service Contract**	**Name of the Employer**	**Number of Personnels deployed**	**Value of Contract**	**Date of commencement of contract**	**Date of Completion of contract**	**Attach certificate of satisfactory completion of contracts**

1.							
2.							
3.							

Even though the Tenderers meet the above criteria they are subject to be disqualified if they have:

(a) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

(b) record of poor performance such as abandoning the works, and not properly completing the contract, incoordinate delays in completion, litigation history, or financial failures etc; and/or

(c) Participated in the previous tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

8.2. The Association/ Society should provide all the required qualification information listed above to prove that the Association/ Society meets the minimum qualification requirement. Bids of Association/ Society who do not furnish the above information or do not meet the stipulated qualifications will be treated as non-responsive.

Clause.9: The Bid containing the information as given in clause-8 above should have the following information:

(a) Name and address of the Association/ Society;

(b) Contact person and phone number;

(c) “Bid for providing services of Marshals to BSWML”.

Clause.10: Date of uploading the Bid:

10.1. The Bid should be uploaded before 16.00 hours (IST) on 13.01.2025by online. Submission in any other form will not be acceptable.

10.2. The DGM-1, BSWML, may extend the deadline for submission of Bids by issue of an addendum;

10.3. A pre-bid conference would be held in the office of DGM-1, BSWML, Reg. Office: 30/1, 1st and 2nd Floor, UNI Building, Thimmaiah Road, Millers Tank Bund Area, Vasanth Nagar, Bengaluru-560051 at 4.00 PM on 04.01.2025.wherein the prospective Association/Society would be briefed about the qualification requirements as well as other bid requirements Clarification would be provided on any issues raised by the prospective Association/Society or their authorized representatives. Minutes would be prepared and will be uploaded in Karnataka public procurement portal. Amendments, if required would be issued and circulated.

Clause.11: Opening of the Bids and clarifications:

11.1. The DGM -01, BSWML or his authorized representative will open the technical bids in DGM-01, BSWML, Reg. Office: 30/1, 1st and 2nd Floor, UNI Building, Thimmaiah Road, Millers Tank Bund Area, Vasanth Nagar, Bengaluru-560051 on15.01.2025 after 16.30 Hrs in the presence of the

Association/ Society or their authorized representatives, who may wish to be present.

11.2. To facilitate evaluation of the bids, the DGM-01 BSWML, may at his\her sole discretion seek clarification in writing from any Association/ Society regarding his proposal;

Clause.12: Evaluation and award of contract:

12.1. The Bids would be checked for their responsiveness by review of the qualification information as requested in Clause 8 above. Association/Society should quote keeping in mind statutory obligations. Lowest Price quoted should not be less than laid negative service charge.

12.2. In case of discrepancy between rates in figure and words, the lower one will be considered for evaluation. The same shall be binding on the Association/Society.

12.3. In case the evaluated bid amount of two or more Association/ Society are the same, the evaluation will be done based on the following criteria

first (a) then if required based on (b):

a) Aggregate turnover of three financial years under consideration, i.e., 2021– 2023

b) Aggregate personnel employed during three financial years under consideration, i.e., 2021-2023

The higher or highest as applicable shall be considered as the preferred Association/ Society.

Clause.13: In the event of acceptance of the bid of Preferred Association/ Society DGM-.01, BSWML, may declare the Preferred Association/ Society as the Successful Association/ Society. DGM-01, BSWML, BSWML shall notify the successful Association/ Society through a Letter of Award through letter of award, that its bid has been accepted and ask the Association/ Society to submit **Performance Security of 5% of the annual contract value** in the form of Bank Guarantee drawn on any Nationalized/Scheduled Bank in favor of DGM-01, BSWML, payable at Bengaluru within 7 days of the issue of Letter of Award and also execute the Agreement.

Clause.14: Failure of the Successful Association/ Society to provide the Performance Security or to execute the Agreement within the specified period shall constitute sufficient grounds for the annulment of the Letter of Award and forfeiture of the bid security. In such an event DGM-01, BSWML, reserves the right to:

(a) Either issue the letter of award to the next lowest responsive and qualified Association/ Society after negotiations if need be; or

(b) Take up such measures as may be deemed fit at his/her sole discretion, including annulment of the Biding process.

Clause.15: Notwithstanding anything contained in this bid document, DGM-01, BSWML reserves the right to accept or reject any bid or to annul the Biding process or reject all bids, at

any time without liability or any obligation for such rejection or annulment, without assigning any reason thereof.

SECTION 5:

PREPARATION OF BID AND SUBMISSIONS OF BIDS, BIDS EVALUATION, AWARD OF CONTRACT

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PREPARATION OF BID AND SUBMISSIONS OF BIDS, BIDS EVALUATION, AWARD OF CONTRACT

1. Language of Bid

1.1. The bid prepared by the Association/Society and all correspondence and documents relating to the bid exchanged should be in English language. Supporting documents and printed literature furnished by the Association/Society may be written in another language (Kannada) provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the bid, the English translation shall govern.

2. Documents Comprising the Bid

2.1. The bid prepared by the Association/Society shall comprise the following components:

(a) A bid form as per section 8 and price schedule as per section 11 be completed in accordance with terms and conditions,

(b) The documentary evidence to establish the Association/Society is eligible to bid and is qualified to perform the contract if their bid is accepted

(c) Documentary evidence to establish the ancillary services to be supplied by the Association/Society shall conform to the bidding documents

(d) Bid security deposit furnished in accordance with the terms and conditions.

3. Bid Form

1.1 Hard copies including original will have to be provided at the time of the Technical evaluation as per the request.

1.2 Technical details should be submitted along with documentary proof otherwise evaluation will be done ignoring that item is not available. This format should not be changed in any manner. Addition/deletion/alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

1.3 Association/Society shall furnish all the documents as specified in tender document. The Association/Society should send the entire bid documents i.e., complete tender document duly signed and stamped including all Annexure, bid form etc., as acceptance of all terms and conditions.

1.4 Rates should be quoted in the section 11, Structure for Supply of Manpower (Financial bid), (as given in section 11). This format should not be changed in any manner Additional/deletion/alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

1.5 The Association/Society is requested to examine all instructions, forms, terms and specifications in the Bid Documents, failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive

to the Bid Document in every respect will be at the Association/Society's risk and may result in rejection of the Bid.

1.6 At any time, prior to the date of submission of bid DGM-01,BSWML may, for any reason whether at its own initiative or in response to a clarification required by a prospective Association/Society, modify the bid documents by amendments.

1.7 The amendments shall be notified in Karnataka public procurement portal only and these amendments will be binding on them.

1.8 Bid security of unsuccessful Association/Society shall be returned after the tender awarded and accepted by the successful Association/Society.

4. Bid Prices

4.1 The supplier shall quote price as per fee structure attached in section 11. The composite price should indicate all the types of Taxes. Lowest Price quoted should not be less than laid negative service charge.

4.2 The price quoted by the Association/Society shall remain fixed during entire period of Contract & shall only subject to variation in case of notifications issued by Karnataka Minimum Wage Act. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

4.3 The contract period is for 3 year. It may be extended for two more years based on the performance of the Association/ Society and on mutual consent.

5. Bid Currencies.

Prices shall be quoted in Indian rupees only.

6. Documents establishing Association/Society's eligibility and qualifications

6.1. The Association/Society shall furnish, as part of its bid documents establishing the Association/Society's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

6.2. The documentary evidence of the Association/Society's qualifications to perform the contract if its bid is accepted, shall establish to the DGM-01, BSWML satisfactions.

(a) That the Association/Society has the financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the qualification requirements. To this end, all bids submitted shall include the following information;

(i) The legal status, place of registration and principle place of business of the Association/ Society or firm or partnership, etc

(ii) Experience or Performance certificate/ Work done certificate from the Govt / PSU: Minimum 2 continuous years (24 Months) in last five financial years (Certificates should be issued by the officer of Principal employers) General Manager (HR) in case of PSU. [Note: The certificate should clearly mention the number of man power supplied and annual contract amount] and details of current contracts in hand and other commitments.

7. Format and Signing of Bid

7.1. Association/Society shall submit the Bid electronically before the submission date and time published in Karnataka public procurement portal.

SUBMISSION OF BIDS

8. Deadline for submission of bids

8.1. Association/Society shall submit the Bid through Kpp only before the submission date and time published.

8.2. The DGM-01, BSWML may extend the deadline for submission of bids by issuing an amendment, which in case all rights and obligations of the DGM-01, BSWML and the Association/Society previously subject to the original deadline will then be subject to the new deadline.

9. Late Bids

9.1. In online Kpp system, Association/Society shall not be able to submit the bid after the bid submission time and date as the icon or the task in the Karnataka public procurement portal will not be available.

10. Modification and Withdrawal of Bids

10.1. Association/Society has all the time to modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the Kpp portal.

10.2. The Association/Society may withdraw their Bid before the notified last date and time of Bid submission.

11. Bid validity

11.1. The bids shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected as non-responsive.

11.2. A Association/Society accepting the request of BSWML for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify their bid.

BID EVALUATION

12. Process to be confidential

12.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Association/Society or any other persons not officially concerned with such process until the award to the successful Association/Society has been announced. Any effort by the Association/Society to influence the DGM-01, BSWML or award decisions may result in the rejection of their Bid.

13. Clarification of Bids

13.1. During evaluation of DGM-01, BSWML may, at their discretion, ask any Association/Society for clarification of their Bids, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

14. Preliminary Examination

14.1. Prior to the detailed evaluation of Bids, DGM-01, BSWML will determine whether each bid; (a) has digitally signed; and; (b) is substantially responsive to the requirements of the Bid documents.

14.2. A bid determined as not substantially responsive will be DGM-01, BSWML and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

15. Evaluation and Comparison of Bids.

15.1. BSWML and compare only the bids determined to be substantially responsive.

15.2. If there is a discrepancy, between words and figures and amount in words shall prevail. Prior to detailed evaluation, BSWML the substantial responsiveness of each bid to the bid documents. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without any material deviation. A bid determined as non-responsive will be rejected by BSWML.

16. Contacting BSWML

16.1. No Association/Society shall contact BSWML on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.

16.2. Any effort by a Association/Society to influence BSWML in bid evaluation, bid comparison or contract award decisions may result in rejection of the Association/Society bid.

AWARD OF CONTRACT

17. Duration / Period of Contract

17.1. The contract will be awarded for 3 (Three) year and may be extended by two year based on the performance.

18. Award of Contract

18.1. BSWML shall consider placement of letter of Acceptance to those Association/Society (in duplicate) whose offers have been found acceptable. The Association/Society shall return one copy of the LOA in token of their acceptance along with the performance security and as per format shown in bid document within three days.

19. BSWML reserves right to vary quantities at time of award

19.1. BSWML reserve the right at the time of award of contract to increase or decrease up to 25% of the required quantity of services specified in the schedule of requirements without any change in charges.

20. BSWML reserves right to accept any bid and to reject any or bids

20.1. BSWML shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected Association/Society (s) for the action of BSWML.

21. Performance Security

21.1. The successful Association/Society shall be required to deposit an amount of an equivalent to 5% of the annual value of the contract (Payment released by BSWML for 12 months) within one

week of conveying BSWML, intention for accepting the bid as performance security.

21.2. Performance Security shall be submitted in the form of Bank Guarantee issued by a Nationalized Bank other than co-op banks.

21.3. Bank Guarantee will be discharged after completion of Association/ Society performance obligations under the contract.

21.4. If the Association/ Society fails or neglects any of their obligations under the contract it shall be lawful for BSWML to forfeit either whole or any part of performance security furnished by the Association/Society as compensation for any loss resulting from such failure.

22. Signing of contract

22.1. Signing of Agreement shall constitute the award of contract on the Association/Society.

22.2. Upon furnishing the Performance Security Bank Guarantee by the successful Association/Society, BSWML shall discharge their bid security.

23. Annulment of Award

23.1. Failure of the successful Association/Society to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSWML may make the award to any other Association/Society at the discretion of BSWML or call for new bids.

24. Terms of payment

24.1. The payment shall be made within 15 working days from the date of receipt of bill.

24.2. The Association/ Society must submit bills after certified by DGM-01, CGM(Tech), BSWML to CEO BSWML on or before 5th of each month.

24.3. Association/ Society shall transfer this to Employees a/c through RTGS within 48 hours of receipt of funds.

25. Termination of Contract

25.1. In case of any default by the Association/ Society and in any of the terms & conditions (whether General, special statutory), BSWML may without prejudice to any other right/ remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving one months notice in writing to the Association/ Society.

25.2. All instructions, notice and communications etc., under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post these would have been delivered to the Association/ Society.

25.3. Notwithstanding anything contained herein BSWML also reserves the right to terminate the contract at any time or stage during the period of contract, by giving those months' notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Association/ Society.

26. Termination for Insolvency

26.1. BSWML may also give in writing notice and without compensation to the Association/ Society terminate the contract if

the Association/ Society becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

27. Insurance

27.1. The insurance cover protecting the Association/Society against all claims applicable under the workmen's compensation ACT 1948 and other statutory laws shall be taken by the Association/ Society. The Association/ Society shall arrange necessary insurance cover for any person deployed by him even for short duration. In the event of any liability / claim failing on BSWML the same shall be reimbursed / indemnified by the Association/ Society.

28. Prices

28.1. The rate quoted will be inclusive of all components excluding GST component, which will have to be charged as per prevailing rules if applicable.

29. Price revision

29.1. No escalation is admissible on any account what-so-ever during the contract period.

30. Force Majeure

30.1. If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notices of happenings, of any such eventuality is given by either

part to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after which an event may come to an end or cease to exist, and the decision of BSWML as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such even for a period exceeding 60 days either part may, at their option terminate the contract.

31. Arbitration; None

32. Set off (Recovery of Sum Due)

32.1. Any sum of money due and payable to the Association/ Society (including bid security deposit refundable to him) under this contract may be appropriated by BSWML and set off the same against any claim of BSWML for payment of a sum of money arising out of this contract or under any other contract made by Association/ Society with BSWML.

32.2. In the event said security deposit/performance guarantee being insufficient the balance of total amount recoverable, as the case may be shall be deducted from any sum of due to the Association/ Society under this or any other contract with BSWML

should this amount be insufficient to cover the said full amount recoverable, the Association/ Society shall pay to BSWML on demand the balance amount, if any, due to BSWML within 30 days of the demand by BSWML.

32.3. If any amount due to the Association/ Society is so set off against the said security deposit, the Association/ Society shall have to make good, the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

33. Other Statutory Obligations and General Terms & Condition

1. Association/ Society here in after called “Association/ Society” should adhering to all State / Central Government laws / Acts under contract Labor Laws
2. Association/ Society will obtain necessary specific Registration from the Government Department /Labour Department.
3. If the service contract continues beyond the period of 1 years, then the Association/ Society shall have to renew the license/contract.
4. Association/ Society shall comply with all terms / obligations including record maintenance as per contract Labour (Regulation and Abolition) Act, 1970 and Workmen’s Compensation Act.
5. Wages / Salaries will be as per the pay structure shown in the tender document. If the Association/ Society do not adhere to the pay structure, the BSWML shall reserve the right to deduct the such amount payable to the Association/ Society that fall short of the pay structure and pay directly to such of the persons to whom such short amount was paid by the Association/ Society.

6. Association/ Society should provide sincere and dedicated staff and ensure that the staffs possess prescribed qualification and experiences. Preference shall be given to those who have worked in ULB with good performance track record.
7. The candidate should be 23 years and above but upper age limit to 55 years and be well versed in Kannada and English for the outsourced services.
8. In case if non availability of Ex-Servicemen the vacancy should be filled by NCC 'C' Certificate holders. No civilian or private personnel to be provided.
9. The staff engaged by the Association/ Society should be courteous, well mannered and with clear antecedents.
10. Proposed name, address and telephone number of the staff, who will attend the duties will have to be furnished with the agreement entered, into after verification of the same.
11. The Association/ Society shall turn over Marshal after every 3 months from their place of duty.
12. The Association/ Society alone will be responsible for payment of, contribution towards PF, ESI/Insurance and other benefits as per Labor laws and the BSWML shall not be liable for any claims or disputes.
13. The Association/ Society shall be liable for all violations of laws, rules and regulations.
14. The staff of the Association/ Society shall not have any claim for continuation in BSWML and Association/ Society shall be liable

to comply with all the requirement of laws. The BSWML will not provide any residential facility.

15. The monthly rate will be calculated on the basis of the number of days of actual deployment.

16. The Income tax and other taxes as applicable will be deducted as per the existing rules, Act(s) and notification from time to time.

17. The Association/ Society shall make necessary and prompt arrangement of alternative staff in case the staff engaged proceeds on leave for more than 7 days. The data regarding the staff engaged / changed / withdrawn should be linked and updated as CGM (Tech), BSWML data base on daily basis, 24X7 as per RTI provisions.

18. If at any point of time during the currency of contract, BSWML finds that the services rendered by the Association/ Society are found unsatisfactory, it will be at liberty to obtain the services from alternative source at the risk and cost of Association/ Society.

19. The personnel are employees of Association/ Society and will be subject to their overall control and superintendence and they are not subjected to any rules, regulations and service conditions of the BSWML.

20. The BSWML shall pay to the Association/ Society for their services under this agreement on monthly basis, for supply of staff/job, the charges inclusive of GST if applicable from time to time. The Association/ Society shall submit an invoice for securing

each such payment and the BSWML shall ensure that payment is arranged within 15 working days of the submission of the invoice. Responsibility of payment of GST if applicable to the concerned authorities shall lie with the Association/ Society. However, proof of such payment to be furnished to the Bengaluru Solid Waste Management Private Limited (BSWML)

21. Notwithstanding anything contained in this tender, the Association/ Society shall be liable for any loss / damage, delay or acceptance of whatsoever nature whether direct or indirect or which have occurred / resulted solely from the negligence, gross negligence or willful default of the Association/ Society or their employees or agents employed by them in connection with the contract.

22. The Association/ Society will not do or permit to be done anything, which might cause any breach or infringement of the laws and regulations.

23. If the Association/ Society fails to meet the obligations under this agreement for any reasons within the control of Association/ Society, the BSWML may give notice to the Association/ Society of the default, requiring them to rectify/remedy it as soon as practically possible. In the event that the Association/ Society fails to rectify/remedy within 7 days, to the satisfaction of the BSWML, the BSWML shall be entitled to terminate the Agreement with immediate effect by notice in writing at risk and cost of the Association/ Society.

24. Any notice to be given by either party to the other party shall be in writing may be sent by E-mail, Fax, registered post of by personnel service with due acknowledgment.

25. The address of the parties for service of such communication shall be as intimated in writing from time to time.

26. CGM (Tech), BSWML, DGM's BSWML and Chief Marshal Officer shall have the right to instruct in writing to the Association/ Society to remove any person engaged for rendering services on account of misconduct or not found co-operative or unfit otherwise.

27. The Association/ Society shall supply to each of the workers engaged by him a valid identity card as prescribed by BSWML. The identity card so supplied shall bear the worker's name, designation, signature and attested copy of photograph, age and blood group. The Association/ Society shall ensure that this employee always carry with them their valid identity card while on duty. The Marshals may not be permitted to perform the work in case they do not carry the valid identity cards.

28. The Association/ Society not to take any action in relation to handling their employees as may adversely affect the existing labour relations of the Association/ Society and cause dispute and unrest of the employees of the Association/ Society. If he does so, he is liable to pay damages to BSWML.

29. It is expressly understood and agreed by and between Association/ Society and BSWML that, BSWML. is entering into this agreement solely on its own behalf and not on behalf of any other person or entity, in particular, it is expressly understood and

agreed that the Government of Karnataka or Government of India is not a party to this agreement and has no liabilities, obligation of rights hereunder. It is expressly understood and agreed that BSWML is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of contract law. The Association/ Society expressly agrees, acknowledges and understands that BSWML is not an agent, representative or delegate of the Government of Karnataka or Government of India and Governments and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract.

30. The Association/ Society shall also comply with all necessary provision under the relevant Acts, Rules and Regulations and liable to pay for damages arising due to non compliance and shall be bound to bear the cost of defence of every suit, action for other legal proceedings that might be brought to any person for injury sustained due to non compliance of the above provisions and to pay damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Association/ Society be paid in connection with any compromise or claims by such person.

31. The Association/ Society or their employees shall not carry any hazardous explosives, ammunitions or engage in any anti-social activities, The Association/ Society shall not deploy terrorists, convicts etc., in BSWML and it will be the sole responsibility of the Association/ Society to verify the antecedents of the manpower

engaged by them. The Consortium office shall not assume any responsibility or liability for violations of the Law.

32. This appointment through Association/Society shall not be construed as an appointment in any regular scale of pay or shall not be intended to give rise to any claims whatsoever as to appointment on permanent basis etc., in BSWML.

33. The staff supplied by the Association/ Society shall perform their duties diligently and maintain due secrecy in respect of confidential information which he may come to know in the course of their duties.

34. The staff / workmen so engaged in the contract shall not divulge any information to anybody or matter concerning the decision of the Board / Committee/DP etc.,

35. The manpower engaged by the Association/ Society shall at all time take steps to ensure and protect the interest of BSWML and render professional services with utmost integrity, interest, honesty, devotion and diligence.

36. The Association/ Society shall furnish to DGM(Tech), BSWML office copies of various returns submitted to the lab our Authorities like PF and ESI/Insurance etc., along with monthly bills. Monthly statements showing PF and ESI/Insurance of each staff along with PF, ESI/Insurance & nos. to be attached and a copy of deduction statement showing PF and ESI/Insurance shall be given to employees every month.

37. The Association/ Society shall indemnify and hold harmless the BSWML against any and all claims, demands and / or

judgments of any nature brought against the DGM(Tech), BSWML arising out of the services by the Association/ Society and its staff under the contract, The obligation under this Clause shall survive the termination of the Contract.

38. The tenders will be evaluated based on the evaluation criteria shown in the tender.

39. The successful Association/Society will have to furnish performance security amounting to 5% of the annual contract value in the form of Bank guarantee (BG) from any scheduled bank other than co-operative banks, which will not bear or earn any interest in the name of CEO BSWML.

40. During the tenure of the contract, BSWML reserves the right to either increase or decrease the no of staff.

41. The Association/Society shall not assign this contract or sub-contract any portion without BSWML prior written consent.

42. No near relatives of the officials employed in BSWML are eligible to bid this tender.

43. The Association/Society should have experience of providing the services to at least one Govt. organizations, Departments and PSU as clients.

44. The persons so deployed shall not be below 23 years and not above 55 years. They will perform their duties to the satisfaction of the Employer.

45. The personnel deployed by the Association/ Society shall be covered as per applicable act and rules as per the Minimum wages act ESI, PF.

46. After deducting the applicable employee's contribution of PF & ESI/Insurance as per Govt Orders, and professional tax if any. The payment to the personnel should be made to his employee bank A/C within seven day from receipt of monthly bill of the amount from BSWML of the next month for which the payment is due. The deducted employee's contribution should be deposited in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed time period.

47. The Association/ Society shall also deposit the applicable Employer's contribution of PF and ESI/Insurance as per Govt orders and professional tax in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed period.

48. The Association/ Society shall submit his invoice for the month before the fifth of the next month. The invoice shall give the following details:

1. Salary for the personnel based on attendance (computed at the quoted rate per month of 30 days less the employees contributed of (PF).
2. Employees contribution of PF supported with proof of having deposited the same with the appropriate authorities.
3. Employers contribution of PF supported with proof of having deposited the same with appropriate authorities.

49. The Annual statement of accounts in respect of each personnel as issued by the Regional Provident Fund Commissioner

shall be furnished to each of the personnel with copy to the Employer.

50. The Association/ Society shall ensure the personnel have passed a medical examination by registered medical practitioner certifying that they are fit for duties for which they are engaged.

51. The Association/ Society shall pay the monthly remuneration to the deployed staff as per the pay structure indicated in the tender document, after deducting the statutory deductions like PF (employee contribution).

52. The Association/ Society shall issue a Service Certificate in form XV to every employee whose services have been terminated by the Association/ Society.

53. The Association/ Society shall pay to the employees the minimum rates of wages prescribed for that employment. Where the work performed by the employees is same or similar kind of work as the workmen directly employed by the principal employer, then the wage rates, holidays, hours of work and other conditions of service of the contract workmen shall be the same as are applicable to the workmen directly employed by the BSWML on the same or similar kind of work.

Wages to the workmen shall be paid without any deductions of any kind except those permissible under Payment of Wages Act, 1936.

54. The Association/ Society has to send a half-yearly return in form XXIV in duplicate to the Licensing officer not later than 30days from the close of half year (1st January and 1st July every year).

55. The Association/ Society has to display an abstract of the Act and Rules in English and Kannada and also in the language spoken by the majority of the employees.

56. The Association/ Society has to submit a return in form VI-A to the Inspector intimating the actual dates of the commencement and completion of contract work within 15 days as the case may be.

57. The license shall be displayed by the Association/ Society prominently at the place of work.

58. The Association/ Society shall maintain personal register of each employee.

59. In case of delay in the release of payment to the Association/Society, Association/ Society should make payment to the staffs towards their own internal sources atleast for the period of two month (Liquid Cash Balance) amount should be maintained in the bank.

60. The Association/ Society shall be liable to the orders / Notifications / Circulars with regard to contract labours under the different labour acts which have been notified by the Government.

34. Mode of Monthly payment

34.1.1. The Association/ Society shall submit the salary bill of staff to this office on or before 5th of every month along with certified attendance by DGM-01 & CGM(Tech), BSWML.

34.1.2. This office shall after due verification of bill submitted by the Association/ Society make monthly payment to the Association/ Society through ECS only on or before 20th of every month.

34.1.3. The monthly salary to the outsourced staffs shall be made through the electronic clearance system (ECS) by the Association/ Society on or before 5th of every month.

34.1.4. The authority shall ensure all statutory deductions like PF, tax etc., before making the payment to the Association/ Society every month through ECS.

SECTION 6:

QUALIFICATION OF MARSHAL

SECTION 6:

QUALIFICATION OF MARSHAL

Name of work: **Providing the services of Marshals in Solid Waste Management to Bengaluru Solid Waste Management Limited (BSWML) , Reg. Office:30/1, 1st and 2nd Floor, UNI Building , Thimmaiah Road , Millers Tank Bund Area , Vasanth Nagar , Bengaluru-560051**

Qualification of Marshal

S.No	Post	Requirement		
		Qualification	Skill Set	Experience
1	Marshals Supervisors	Ex-Servicemen with minimum experience of one year on similar duties.	Proficiency in English, Kannada, Speaking, Use of Computer working, Knowledge of City Layout, Wards Solid Waste Management issues and Knowledge of Swachh Survekshan.	Experience in working in this field/ ULB will be given preference.
2	SWM Marshals	Ex-Servicemen/ NCC 'C' Certificate Holders. Three year on similar duties.	Proficiency in English, Kannada and use of Computer Working knowledge in use MS Office (word, excel & Power Point, Knowledge of City Wards Layout, SWM Services & Swachh Survekshan. Fire Fighting & Disaster Management Knowledge.	Experience in working in same field will be given preference.

SECTION 7:

PAY STRUCTURE

SECTION 7:

PAY STRUCTURE (MONTHLY)

Name of work: Providing the services of Marshals in Solid Waste Managements to Bangalore Solid Waste Management Limited (BSWML), Bangalore

Pay Structure

Sl. no	Name of the post	Salary (Basic +VDA)	PF 13% of 15000	Insurance Premium	Petrol Allowance (Per Month)	Mobile Allowance (Monthly)	Uniform	Total
1	2	3	4	5	6	7	8	(3+4+5+6)=7
1	Marshals (679)	25000	1950	550	1.5L (1.5*103*30) = 4635	500	475	33110
2	SS Team Marshals (6)	25000	1950	550	1.5L (1.5*103*30) = 4635	500	475	33110
2	Supervisors (59)	40000	1950	-	2.0L (2*103*30) = 6180	500	475	49105

SECTION 8:
FORM OF BID, TECHNICAL BID

SECTION 8:
FORM OF BID, TECHNICAL BID

FORM OF BID

To,

Deputy General Manager-01, BSWML
30/1, 1st and 2nd Floor,
UNI Building, Thimmaiah Road,
Millers Tank Bund Area,
Vasanth Nagar,
Bengaluru-560051

Name of work: Providing the services of Marshals in Solid Waste Management to Bangalore Solid Waste Management Limited (BSWML).
Tender No: /_____/Package No. ----------

dated-----

Dear Sir,

1. I/We, the undersigned (hereinafter called The Association/Society having read & examined all the Sections i.e., Statutory obligations and General Term & Conditions Manpower requirements etc in connection with the above mentioned works offer to execute and complete the whole of the said work as awarded to us, in conformity with the terms and conditions and as per Agreement.
2. I / We, hereby submit our bid and undertake to keep our bid for above work valid for a period of __ days from the date of opening of bid. We hereby further undertake during he said period I/we shall not vary/alter or revoke my/our bid.
3. Until an agreement is prepared an executed, this offer together with our written acceptance thereof, shall constitute a binding contract between us. We understand that Bengaluru Solid Waste Management Limited (BSWML) is not bound to accept the lowest of any offer it may receive. If

our offer is accepted, we undertake to complete the whole of the said work as warded to us within the time stated herein.

4. If our bid is accepted, we will submit bank guarantee as performance security sum of equivalent to 5% of the annual contract value (Payment released by BSWML for 12 months).
5. We will supply the dedicated staff to perform the assigned work diligently and ensure 100% accuracy and timelines at all time.
6. We will forward the payroll sheet to you which will ensure 100% transparency in our dealing.
7. We shall indemnify and hold harmless the Consortium against any and all claims, demands and / or judgments of any nature brought against the Consortium arising out of the Services of our staff deployed under the contract.
8. The particulars of our Organization & other relevant details/supporting documents are enclosed.

Signed----------

In the Capacity of ----------

Duly authorized to sign offers for and behalf of

Association/Society's name----------

Designation----------

Phone no----------

Technical Bid

Name of work: Providing the services of Marshals in Solid Waste Management to Bangalore Solid Waste Management Limited (BSWML).

Tender ref: Date:

To be filled in by the Association/Society (enclose copy of documents to support your statement)

1.	Name and Postal Address of the Bidder along with Contact details	
2.	Tick as applicable 1. Association/Society is a registered association under "Registrar of Society" Govt of Karnataka and acts as per Bye laws, approved by Registrar of Society.(Attach Registration copy & Copy of Bye laws). 2. Association/Society should be preferably located in State of Karnataka. 3. Registered/ Sponsorship/has given Intimation to State Sainik Board/ District Sainik Board	Yes/No Yes/No Yes/No
3.	**Financial Standing** (a) Annual Turnover of last three years per annum shall be 25 crore. (b) Net worth be in Positive(Attach proof by CA)	Yes/No Yes/No
4.	**Legal Standing/ Licensing/ Certification** (a) ISO.9001.2008 Quality certificate for manpower services. (b) License from Labour department for manpower services. (c) Registration for ESI, EPF. (d) Insurance coverage of Man Power services. (e) Social Schemes for workers (Attach proof of a minimum of 10 cases). (f) Satisfactory Service Certificate from Govt/PSU. (g) GST Registration (Certificate) Attach proof. (h) PAN Number and ITR of Last 3 years.	Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No

	(i) MSME Certificate.	
5.	GST Registration Number (attach proof)	Yes/No
6.	**Experience Record** (a) Has Experience of successfully providing manpower of more than 200 or more to PSU/ Government organization/ any other important organization. (b) Appreciation if any by Principal Employer	Yes/No Yes/No

Date Signature

Seal Designation

SECTION 9:

UNDERTAKING AND CERTIFICATION FOR NON-PARTICIPATION,APPENDIX FOR BANKER CERTIFICATE

SECTION 9:

UNDERTAKING AND CERTIFICATION OF NON-PARTICIPATION

This deed of undertaking executed on this ----- day of ----- two thousand and ---------- by (name of sole proprietor/partner/Director/authorized representative, the Firm, Association/ Society or partnership etc)---------- S/O ---------- residing at ----------on behalf of said M/s ---------- (c) having it's office at ---------- and duly authorized to sign, and verify present undertaking by the said ---------- (Name of the Firm, Association/ Society, Trust, Society etc) in favour of General Consultant to BSWML having it's Office at Reg. Office:30/1, 1st and 2nd Floor, UNI Building , Thimmaiah Road , Millers Tank Bund Area , Vasanth Nagar , Bengaluru-560051, Hereafter called BSWML (which terms shall mean and include its successors, administrator, heirs and assigns.

Whereas BSWML invited bids for ---------- I/We participated in the bidding process and emerged as successful bidder with respect to Tender no. ---------- I/We ---------- acknowledge that I/We ---------- have fully understood and are aware of the terms & conditions of the Tender / Contract and do hereby unequivocally and unconditionally undertake and declare that.

1. I/We ---------- shall comply with all the Rules / Regulations/ Laws/Government instructions/status etc. that are applicable / will be made applicant and or are aimed to protect the interest of the workers/employees engaged by me / us in the past and during the course of performance of the contract with BSWML.
2. I/We comply with the tender conditions.
3. I/We protect, indemnify and hold harmless BSWML and its employees, officers, directors agents or representatives from and against any and all liabilities, losses, actions, judgments, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
    a. Any breach violation of any direction, order from any governmental authority any provisions of the labour laws, statue or regulation that are of will be aimed to protect the interest of the workers/ laborers engaged by the Association/ Society in past and during the course of this contract OR.

b. Any other payments, Claims or liability that may arise for ensuring compliance of the provisions of any of the labour laws or any other laws etc. OR

c. And other claim made by any third party in connection with any violation of any of laws, guidelines, instruction etc., in witness whereof this undertaking has caused on the ---------- Day ---------- Month of ---------- year----------

Date:

Place

Signature----------

Name----------

Designation ----------

Witness 1. ----------

2. ----------

(Certificate of Non-participation of near Relatives in the tender called for Providing the services of Marshals in Solid Waste Management to Bengaluru Solid Waste Management Limited)

as required under Section IV.

CERTIFICATE

I ---------- S/o

----------hereby certify that none of my relative (S) are employed in BSWML, In case at any stage, it is found that the information given by me is false/incorrect, BSWML shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Association/ Society

Signed
Name

Position

Date

APPENDIX

Format for Banker's Certificate/ Credit Lines/Letter Of Credit (On the letterhead of the Banker)

To,

_____

_____

Sir/ Madam,

Subject: Banker's Certificate/ Credit Lines/Letter Of Credit

……

RFP Ref. No. ……

This is to certify that M/s. ……. is a reputed Association/ Society with a good financial standing. If the contract for this work, namely " ……." is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ……. Lakhs to meet the working capital requirements for executing the above contract.

Name of the Bank, Senior Bank Manger with

Signature

Address:……

Banker’s Signature

Name: Designation:

Seal:

Note: The certificate should be un-conditional.

SECTION 10:

CRITERIA FOR EVALUATION

TECHNICAL BID
SECTION 10: CRITERIA FOR EVALUATION- FOR STANDING

Name and Postal Address of the Bidder along with Contact details

	Sl. No.	Attribute	For the use of Officers only	
			Points Allotted	Points Obtained
1.	1.	Association/Society is a registered association under "Registrar of Society" Govt of Karnataka and acts as per Bye laws, approved by Registrar of Society.(Attach Registration copy & Copy of Bye laws).	Registered 10 Unregistered 05	
	2.	Association/Society should be preferably located in State of Karnataka.	Located in Karnataka 05 Not located in Karnataka 02	
2.	3.	Registered/ Sponsorship Intimation to Sainik Board.	Registered 05 Unregistered 02	
3.	4.	**Financial Standing** (a) Annual Turnover of last three years per annum shall be 25 crore. (b) Net worth be in Positive(Attach proof by CA)	25 Cr or more 20 More than 10 Cr and less than 25 Cr 10 More than 5 Cr and less than 10 Cr 05 Less than 5 Cr 02 Positive 05 Negative 00	
4.	5.	**Legal Standing/ Licensing/ Certification.(25 Points)** (a) ISO.9001.2008 Quality certificate for `manpower services. (b) License from Labour department for manpower services. (c) Registration for ESI, EPF.	Yes 02 No 01 Yes 02 No	

		(d) Insurance coverage of Man Power services. (e) Social Schemes for workers (Attach proof of a minimum of 10 cases). (f) Satisfactory Service Certificate from Govt/PSU. (g) GST Registration (Certificate) Attach proof. (h) PAN Number and ITR of Last 3 years. (i) MSME Certificate	01 Yes 10 No 02 Yes 10 No 02 Yes 02 No 00 Yes 05 No 00 Yes 02 No 01 Yes 02 No 00 Yes 05 No 02	
5.	6.	**<u>Experience Record</u>** (a) Has Experience of successfully providing manpower of more than 200 or more to PSU/ Government organization/ any other important organization. (b) Appreciation letter if any by Principal Employer.	More than 200 10 100 to less than 200 05 Less than 100 03 Yes 05 No 02	

Maximum points allotted .....100(One Hundred Only)

(Note: The bidder who has maximum points among all the Association/Society will be the Bench Mark for comparison with other Association/Society. If any Association/Society is having less than 75% of Bench Mark, then those bidders financial bid will not be opened.)

SECTION 11

FINANCIAL BID

SECTION 11

FINANCIAL BID

<u>Name of work:</u> Providing the services of Marshals in Solid Waste Management to Bengaluru Solid Waste Management Limited (BSWML).

TENDER NO:

Dated:

Cost for supply of Manpower Supply to BSWML

S.No.	Description	Bid Value (Cost per annum)	
		In Figure	In Word
1.	Cost of Providing the services of Marshals in Solid Waste Management to Bengaluru Solid Waste Management Limited(BSWML		

<u>Note: The bids shall be exclusive of GST, If GST applicable will be paid in the monthly invoice as per prevailing rates.</u>

Signed----------

In the Capacity of ----------

Duly authorized to sign offers for and on behalf on

Bidder's Name----------

Designation……

Phone no ……

SECTION 12

CONTRACT AGREEMENT

SECTION 12

CONTRACT AGREEMENT

This CONTRACT SERVICES AGREEMENT (hereinafter referred to as the Agreement) is executed on this ------- day of ---- by and between --------- having its registered office at -------- shall mean and include all its legal representatives, and assigns of the First Part, referred as Association/ Society

AND

On behalf of MD, Benagaluru Solid Waste Management Limited(BSWML), Office Located at Reg. Office:30/1, 1st and 2nd Floor, UNI Building , Thimmaiah Road , Millers Tank Bund Area , Vasanth Nagar , Bengaluru-560051 hereinafter referred to as "BSWML" which term shall mean and include all its legal representatives, and assigns of the Second Part.

This contract agreement is valid for a period of Three year, extendable to Two years depending upon the performance of the Association/ Society and mutual consent by both the parties.

The Association/Society shall ensure that it shall share the attendance sheet of the Contract Employees with the BSWML on the 1st day of every month for services performed in the previous month so as to enable Payroll statement and payment of monthly salary.

The BSWML shall ensure that on receipt of the Payroll sheet issue a cheque in the name of Contract Association/ Society which shall include all components of salary, contribution to employee's PF, ESI, PT etc as agreed upon. The BSWML shall deduct taxes and income taxes as TDS on

the service charges by the Association/ Society at prevailing market rates.

The ASSOCIATION/ SOCIETY shall raise an invoice on BSWML for services performed in the previous month on or before 7th of every month and BSWML shall pay the amount within 10th of every month. On receipt of payment from BSWML, Association/ Society will make payment in respective bank accounts of contract Employees. ASSOCIATION/ SOCIETY should also make their own arrangements to pay all the staff their salary within 10th day of every month from their own sources for a period of 3 months

The employees of the Association/ Society will be entitled for only gazetted Holidays declared by BSWML and a casual leave of one day every month. Any other types of leaves enjoyed by regular / contract employees will not be applicable to these employees.

The Association/ Society shall make necessary and prompt arrangement for alternative staff in case the staff engaged proceeds on leave for more than 2 days.

The staff shall be regarded on the rolls of the Association/ Society and shall not have any claim for continuation in BSWML and Association/ Society shall be liable to comply with all the requirement of laws.

In the event of default on part of the Association/ Society to provide requisite number of staff during the period of contract, the contract will be terminated and entrusted to another Association/ Society / Firm at the risk and cost of the defaulting Association/ Society / Firm.

The employees of the Association/ Society shall diligently follow the instruction of senior officers and authorities under whom they are posted

from time to time and will ensure service deliverables as required by them.

The employees of the Association/Society may be required to attend office beyond office hours of on holidays as and when there is need for such work and such employees will not be given leave of the total extra hours worked and in no circumstances any extra payment will be made on this account.

It will be the liability of the Association/Society of for all loss or damages caused by the employees of the Association/ Society out of their actions, default or negligence.

BSWML shall have the right to instruct the Association/ Society to remove any person engaged for rendering services on account of unauthorized absence, misconduct, non-co-operation unfit otherwise.

ASSOCIATION/ SOCIETY shall ensure that its candidates have made truthful representations in their resumes SERVICE PROVDER shall ensure that it has verified the basic credentials of the candidate like education, experience, technical competency, salary details etc before short-listing.

The Association/ Society shall submit to the Employer the list of personnel deployed by him along with character antecedents, personal details such as names of parents, address (temporary and permanent), and telephone number if available for record by the Employer.

The persons so deployed shall not be below 23 years and not above 55 years. They will perform their duties to the satisfaction of the Employer. A representative of the Association/ Society will report at least once in a month to the Employer or his representative at least once in a month for

co-ordination with the Employer. In case if non availability of Ex-Servicemen the vacancy should be filled by NCC 'C' Certificate holders. The personnel deployed by the Association/ Society shall be covered as per applicable act and rules under the Minimum wages act ESI, PF. The Association/ Society shall extend all benefits including leave, maternity leave accruing to them under the various applicable Labour laws.

After deducting the applicable employee's contribution of PF (present rate 12%), and professional tax if any. The payment to the personnel should be made only by account payee cheques within fifth day of the next month for which the payment is due. The deducted employee's contribution should be deposited in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed time period.

The Association/ Society shall also deposit the applicable Employer's contribution of PF (present rate 13.00%) and professional tax in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed period.

The Association/ Society shall submit his invoice for the month before the 7th of the next month. The invoice shall give the following details:

1. Previous Salary Paid for the personnel based on attendance (computed at the quoted rate per month of 30 days less the employees contributed of (PF) supported by attendance sheet.
2. Employees contribution of PF and ESI/ Insurance supported with proof of having deposited the same with the appropriate authorities for the month for which bill is being raised.

3. Employers contribution of PF and ESI/ Insurance supported with proof of having deposited the same with appropriate authorities for the month for which bill is being raised.
4. Attendance Sheets for the month for which bill is being raised duty certified by Chief Marshal & CGM (Tech), BSWML.
5. Association/ Society fees computed on the total of 1 to 3 above.
6. GST payable if any at the current rates on the total of 1 to 5 above.

The Annual statement of accounts in respect of each personnel as issued by the Regional Provident Fund Commissioner shall be furnished to each of the personnel with copy to the Employer.

This is a contract Services Agreement and the liability of **BSWML** is limited only to the payment of agreed Contract Fees as mentioned This Agreement shall not be interpreted as creating any legal relationship between BSWML and the Association/ Society.

This is a full and final agreement and this agreement supersedes all prior agreement, either verbal or written, however, all Bid forms and the Statutory Obligations and General Terms & Conditions signed separately also form part of this contract, Courts at Bengaluru shall have jurisdiction over this Contract.

For	For
(Association/ Society)	BSWML
Signature	Signature
Name	Name

Designation

Designation

TABULATED SUMMARY

The present requirement of Marshals for the wards and other works are explained as below:

Marshals			
	Required Nos.	**16% leave reserve**	**Total requirement**
a. Ward Marshals	225	36	261
b. Marshals for evening shift for larger wards	81	13	94
c. Marshals for landfill	24	4	28
d. Marshals for Processing Plants	48	8	56
e. Marshals for Patrolling Vehicles	35	5	40
f. Marshals for Markets	18	3	21
g. Lakes Protection & SWM duties(NGT) To be on roster of BBMP Lake Department	36	6	42
h. Indira Canteen & kitchens to be paid by BBMP (Health Department)	118	19	137
i. Marshal for SS Inspection	5	1	6
j. Marshal Supervisor	32	5	37
k. Indira Canteen Marshal Supervisor	19	3	22
		Total Marshals	**744**